

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

FRANK N. SIGNORIELLO, JR.	*
Plaintiff	*
vs.	* CIVIL ACTION NO. MJG-11-3077
MOTIVA COMPANY, et al.	*
Defendants	*
* * * *	* * * *

MEMORANDUM AND ORDER RE: MOTION TO RECONSIDER

The Court has before it Defendants' Motion to Reconsider Memorandum and Order Denying Motion to Dismiss Amended Complaint in Light of Recent Fourth Circuit Precedent [Document 38] and the materials submitted relating thereto. The Court finds a hearing unnecessary.

Defendants contend that the unpublished decision of the United States Court of Appeals for the Fourth Circuit in Scott v. Merck & Co., Inc., 11-1584, 2012 WL 5911203 (4th Cir. Nov. 27, 2012), requires reconsideration and change of the Court's Memorandum and Order Re: Motion to Dismiss [Document 22].

The Court does not agree. In Scott, the disclaimers relied upon by the Fourth Circuit in reversing the district court's denial of Merck's summary judgment motion and motion for judgment as a matter of law, expressly stated: "I [the employee] understand that I have the right to terminate my employment at

any time and for any reason and that Merck & Co., Inc. retains a similar right"; "employment at Merck is at-will, which means that employees are not hired for a specific duration of time and either Merck or the employee may server the employment relationship at any time, for any reason with or without notice"; and "none of the Company's policies, procedures, or practices should be viewed as creating promises or any contractual rights to employment for a specific duration of time or to any specific benefits of employment." Scott, 2012 WL 5911203, at *3. The sole disclaimer relied upon in the instant case states that the Code's "policies do not change the fact that I [the employee] may leave the Company's employ at any time for any reason" and "[l]ikewise, the Company is not committed to any fixed term of employment for me." This disclaimer does not explicitly state that the employer can terminate employment for any reason or for no reason, or that any of Defendants' policies should not be viewed as creating contractual rights to employment for a specific duration.

There may be fact issues as to the effect of the disclaimer and/or Plaintiff's justifiable reliance on statements Plaintiff alleges limited Defendants' discretion to terminate his employment. However, there is no doubt that Plaintiff presents a plausible claim that he would not be fired, or otherwise

disadvantaged, in retaliation for the actions he took in reporting violations of the Code at issue by others.

For the foregoing reasons:

1. Defendants' Motiva Company's and Motiva Enterprises LLC's Motion to Reconsider [Document 38] is DENIED.
2. The Memorandum and Order Re: Motion to Dismiss [Document 22] remains in effect.

SO ORDERED, on Monday, January 14, 2013.

/s/_____
Marvin J. Garbis
United States District Judge